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1. Identity of Seller

- J.A. Printed Circuits Company B.V.
 Acting under the name: J.A. Printed Circuits Company B.V.
 Registered & visiting address: Soetersveldweg 6 in (7151 JA) Eibergen
 Telephone number: 0545-291477
 Availability: Monday through Friday from 08:30 o'clock until 17:00 o'clock
 Email: info@japcc.com
 CoC number: 09178572
 VAT identification number: NL8189.85.410.B01

2. General

- 2.1. These general terms and conditions are applicable to any and all Agreements, proposals and offers in pursuance of which the Seller commits to sell and deliver Products to a (legal) person who commits to pay a price in cash for the same.
- 2.2. The provisions laid down in these general terms and conditions were also stipulated for the benefit of the directors and employees of the Seller and potential auxiliary persons involved in the implementation of the Agreement.
- 2.3. The applicability of general terms and conditions of the Buyer is in advance expressly rejected by the Seller.
- 2.4. The Seller is entitled to change these general terms and conditions. The Buyer is deemed to have accepted each and every change of these general terms and conditions if the Buyer did not submit its objections to the Seller In Writing within seven days after Written notification of the changes by the Seller.
- 2.5. To the extent that the Agreement contains provisions that are at odds with these general terms and conditions, the provisions of the Agreement shall prevail.
- 2.6. To the extent that these general terms and conditions were translated into a language other than the Dutch language, the Dutch text shall always be decisive in case of differences.

3. Definitions

Buyer is understood as each and every legal person or natural person acting in the course of a business or profession who concluded an Agreement with the Seller, at least intends to do so;

Delivery is understood as the availability of the Product to the Buyer, regardless of the fact if the Buyer takes delivery of the Product at the time of availability, at the address as mentioned in article 6.1 of these general terms and conditions;

Agreement is understood as the Written sale and purchase agreement in pursuance of which the Seller commits to deliver a Product and the Buyer commits to pay a price in cash for the same;

Product is understood as each and every movable property that is offered, sold and delivered by the Seller;

Written / In Writing is understood as on paper, by email, via the website of the Seller or by another electronic manner stipulated by and between the Buyer and the Seller where messages are stored and can be rendered legible within a reasonable period of time;

Seller is understood as the private company with limited liability J.A. Printed Circuits Company B.V.

4. Conclusion and content of the Agreement

- 4.1. Any and all proposals and offers of the Seller are subject to contract and can always be revoked by the Seller, also after the offer has been accepted by the Buyer.
- 4.2. The Agreement between the Buyer and the Seller is concluded either through the signature and return by the Buyer of the offer sent to the Buyer by the Seller or through the Written confirmation by the Seller of the order placed by the Buyer.
- 4.3. In case of a difference between the order – envisioned by the Buyer – and the Written confirmation of the Seller, the Buyer shall be bound by the Written Confirmation of the Seller, unless the Buyer informs the Seller In Writing within eight days after the date of the confirmation that the confirmation of the Seller is not in accordance with the order and the Buyer evidences that this was clear to the Seller.
- 4.4. The Seller reserves the right to reject orders.

5. Prices

- 5.1. Any and all offered and stipulated prices are exclusive of VAT. Unless the Buyer and the Seller have stipulated otherwise, the transport, shipping and/or postage charges, import and export duties, clearing expenses, taxes and the like, are at the expense of the Buyer.
- 5.2. Prices established prior to or upon the conclusion of the Agreement can, in case of changes in cost price determining factors occurring after the conclusion of the Agreement but prior to the delivery of the Product, e.g. in the purchase prices, the import or export duties, the wages, the taxes and the exchange rate of the Euro in respect of foreign currency, be increased by the Seller in consideration of the changed amounts.
- 5.3. If the prices were not determined prior to or upon the conclusion of the Agreement then the prices calculated by the Seller and payable by the Buyer are the prices applied by the Seller on the day of delivery.

6. Delivery

- 6.1. Unless stipulated otherwise, Delivery takes place on the basis of the Ex Works (“EXW”) delivery condition, as intended in the Incoterms 2010, at the Soetersveldweg 6 in (7151 JA) Eibergen. This implies, inter alia, that the Seller delivers when the Seller makes the Product available to the Buyer by means of a Written notification, regardless of the Buyer taking delivery of the Product at the moment of availability, and that the Seller is not held to send the Product and/or load the vehicle that comes to pick up the Product and that the Buyer bears any and all risks of

damage to or loss of the Product from the moment of Delivery, also if the Seller ships the Product to the Buyer at the request of the Buyer.

- 6.2. A stipulated delivery period always applies as a target period and not as a fatal deadline.
- 6.3. The Seller is entitled to deliver the order in instalments or to wait until the entire order is ready for Delivery.

7. Packaging and Transport

- 7.1. The costs for packaging of the Product are at the expense of the Seller.
- 7.2. The costs for transport and/or shipment and potential insurance during transport and/or shipment are at the expense of the Buyer.

8. Permitted differences in / of the Product

The Seller reserves the right to deliver 10% more or less than the ordered quantity.

9. Reservation of title

- 9.1. The Seller reserves the title of any and all Products delivered and yet to be delivered to the Buyer by the Seller pursuant to an Agreement until the purchase price for all these Products pursuant to any Agreement has been paid in full. If the Seller, in the context of the said Agreement(s), performs or shall perform activities for the benefit of the Buyer to be paid by the Buyer then the aforementioned reservation of title applies until the Buyer also paid these claims of the Seller in full. In addition, the reservation of title moreover applies to claims that the Seller may acquire vis-à-vis the Buyer on account of a failure of the Buyer to comply with one or more of its obligations pursuant to the aforementioned Agreements vis-à-vis the Seller.
- 9.2. The Buyer is held to store the Products delivered subject to the reservation of title with the necessary diligence and as recognisable property of the Seller. The Buyer is held to insure the Products for the duration of the reservation of title against fire, explosion and water damage as also against theft and to, on demand of the Seller, submit a copy of the policies of the said insurances as well as proof of payment of the payable premium to the Seller.
- 9.3. If the Buyer fails to comply with its payment obligations vis-à-vis the Seller or if the Seller has good cause to fear that the Buyer shall fail to comply with the said obligations then the Seller shall be entitled to personally, and without any liability vis-à-vis the Buyer, take back the Products delivered subject to the reservation of title. In advance, the Buyer grants the Seller and its employees consent to access the premises and buildings of the Buyer to take back the Products.

The latter applies without prejudice to the right of the Seller to claim compensation for damages, lost profit and interest, and the right of the Seller to rescind the Agreement, without any further notice of default, by means of a Written notice.

10. Invoicing and payment

- 10.1. The Seller is entitled to invoice after each and every Delivery or partial delivery, as intended in article 6.3 of these general terms and conditions.
- 10.2. Unless stipulated otherwise, the Buyer is held to pay the invoiced price within 30 days after the date of the invoice without any deduction, discount or settlement. This payment term is a fatal deadline. The Buyer is not entitled to rely on suspension.
- 10.3. The invoiced price immediately falls due if the Buyer files a winding-up petition or is declared to be insolvent, applies or obtains (provisional) suspension of payment, the debt management scheme pursuant to the Dutch Debt Management (Natural Persons) Act is declared to be applicable to the Buyer, an attachment is imposed on all or a part of the assets of the Buyer, the Buyer deceases or is dissolved, the Buyer is placed under administration or supervision, or if other circumstances come to the knowledge of the Seller after the conclusion of the Agreement that give the Seller good cause to fear that the Buyer shall not comply with its obligations.
- 10.4. As soon as the payment term has expired, the Buyer is liable to pay the Seller the following on the payable principal sum, including VAT: (i) interest at a rate of 1% per month, and (ii) compensation for the extrajudicial collection costs, where the latter amount to, at least, 15% of the payable principal sum, including VAT, with a minimum of € 200.00.
- 10.5. The Seller is always entitled to require security from the Buyer for compliance with the (payment) obligations. The Seller is always entitled to suspend its obligations deriving from the Agreement until the security required by the Seller has been provided by the Buyer.

11. Claims

- 11.1. The Buyer is held to, immediately after having taken delivery of the Product, inspect whether the Product complies with the Agreement and, in particular, inspect it on soundness, flawlessness and completeness.
- 11.2. If the Buyer discovers during the inspection as intended in article 11.1 that the delivered Product does not correspond with the Agreement then the Buyer must report this to the Seller In Writing at the latest within eight days after having taken the delivery. If this time limit is exceeded then each and every claim of the Buyer vis-à-vis the Seller in connection with non-conformity shall expire.

12. Warranty and complaints

- 12.1. The Seller warrants that the Products delivered by the same are free from material and manufacturing errors on the date of Delivery to the Buyer and that the Products delivered by the same were manufactured in accordance with the specifications of the Buyer and the IPC Standard.
- 12.2. Any and all circuit boards comply with IPC 6012 category 3 and IPC 6013 category 2 for Rigid and Flex circuit boards, unless communicated otherwise to the Seller In Writing.
- 12.3. The Seller warrants that the Products delivered by the same can be stored and used within 3 months up to 12 months after Delivery (depending on the type of surface treatment) on the condition that they were stored at the correct temperature and humidity conditions and in their original packaging:

Surface treatment	Warranty period
HASL, LF HASL, Hard Gold	12 months
Chemical Sn. / Ni-Au	6 months
OSP	3 months

- 12.4. The Seller is on account of the warranty only liable for defects of which the Buyer evidences that they arose within the stipulated warranty period. In case of reliance on the warranty as intended in articles 12.1 up to and including 12.3, the liability of the Seller shall be limited to the free replacement or repair of the relevant Product or the repayment of the price charged for the same, such at the discretion of the Seller.
- 12.5. Any and all claims for warranty expire if the Buyer is in payment default or otherwise fails to comply with its obligation(s) on account of the Agreement. Any and all claims for warranty moreover expire if the defect derives from injudicious use and/or operation, insufficient maintenance, insufficient treatment and/or storage, abuse, loss, normal wear and tear and/or damage or acts or omissions of the Buyer in violation of the (product) information, (product) recommendations, (users and/or processing) rules and/or (safety) instructions made available by the Seller. Any and all claims for warranty moreover expire if the Buyer performed repairs and/or changes with regard to the Product respectively had them performed through third parties. Finally, the claims for warranty expire if the Buyer did not inform the Seller accordingly In Writing within fourteen (14) days after discovery of the defect.
- 12.6. A notification of a defect includes a description of the defect, a photo of the Product, the part number of the Product, the order number and the number of defective boards. The Seller is moreover entitled to examine the cause of the defect. This can include, but is not limited to, destructive tests on bare and/or assembled print boards. The Buyer agrees to lend the Seller

reasonable assistance in the examination, including access of the technicians of the Seller to the assembly process, the storage area, and the supply of the necessary information that may assist in determining the cause of the defect.

- 12.7. A complaint with regard to a delivered Product does not affect the obligations of the Buyer on account of previous or yet to be performed deliveries and do not entitle the Buyer to suspend the payment of claims of the Seller.

13. Force majeure

- 13.1. There is question of force majeure within the meaning of Section 75 of Book 6 of the Dutch Civil Code on the part of the Seller, if the Seller is prevented from complying with its obligations pursuant to the Agreement or the relevant preparation due to circumstances that are reasonably beyond its control. Force majeure does in any case include: (i) failure of timely delivery by suppliers of the Seller, (ii) defectiveness of goods, equipment, software or materials of third parties that the Seller uses, (iii) official measures, (iv) power failure, (v) war, (vi) lock-out, (vii) industrial action, (viii) general transport difficulties, (ix) accidents, (x) fire, (xi) natural disasters, (xii) flooding, and (xiii) the unavailability of one or more members of staff of the Seller, for any reason whatsoever.
- 13.2. The Seller is not held to comply with an obligation during the period that the Seller is prevented from complying with its obligations due to force majeure. A stipulated delivery period is extended by the said period.
- 13.3. If the delivery period has been delayed by more than three months due to force majeure then both the Seller and the Buyer are authorised to rescind the Agreement in respect of the part that has not been implemented yet, without the Seller and the Buyer reciprocally being liable to pay compensation on any account whatsoever.

14. Intellectual property rights

- 14.1. The intellectual property rights of the Seller in respect of everything that the Seller makes available to the Buyer for the implementation of the Agreement between the Buyer and the Seller, including in any case drawings, images, calculations, designs, processes, models and domain names (which the Buyer registered for the benefit of the marketing of the Products of the Seller), remain vested in the Seller and can only be used by the Buyer for the implementation of the Agreement between the Seller and the Buyer. After expiry of the Agreement the relevant documents and information are, on demand of the Seller, returned to the Seller.

- 14.2. If intellectual property rights arise during the implementation of the Agreement between the Seller and the Buyer then the intellectual property rights, including the copyrights, shall be vested in the Seller. To the extent that the intellectual property rights are by law vested in the Buyer, the Buyer in advance transfers the said intellectual property rights to the Seller and the Buyer shall, where required, lend its cooperation in the said transfer and the Buyer moreover lends its cooperation in irrevocable authorisation with which the Seller can do everything that is required for the intellectual property rights to be vested in the Seller. The buyer waives, to the extent that this is permitted by law, potential personality rights that remain vested in the Buyer or the Buyer commits not to exercise the said personality rights in the commercial practice.
- 14.3. If the Seller grants a user right to the Buyer then this is always on the basis of a non-exclusive and non-transferable licence, which is limited to the stipulated use. Failing a previously stipulated user period, the user right in respect of the intellectual property rights of the Seller shall in any case be limited to the term of the Agreement between the Seller and the Buyer, or the duration during which the Buyer purchases Products of the Seller. A licence of the Seller can always be terminated with immediate effect, without the Seller being liable to pay any form of compensation to the Buyer.
- 14.4. After notice, rescission or termination of a long-term commercial relationship between the Buyer and the Seller, the Buyer accomplishes, on demand of the Seller, that in the market no commercial connectedness between the Buyer and the Seller is assumed. To this end the Buyer performs any and all necessary acts, including but not limited to:
- a) The discontinuation of the use of distinctive marks of the Seller in the market, e.g. a domain name of the Buyer;
 - b) The discontinuation of the use and the transfer of a domain name, tradename or mark that contains a distinctive mark of the Seller to the Seller;
 - c) The avoidance of confusing advertising messages, e.g. the use of distinctive marks that correspond with a distinctive mark of the Seller;
 - d) The delivery of goods on which a distinctive mark of the Seller is shown, at the same price as for which the Buyer purchased these goods from the Seller.
- 14.5. Any and all information regarding the business process of the Buyer and the Seller that is not publicly accessible is qualified as confidential information. The Buyer and the Seller shall not share this kind of confidential information with third parties and they shall neither use it for the benefit of their own business operations, unless this is required for the implementation of an obligation between the Buyer and the Seller.
- 14.6. In case of a violation of articles 14.1, 14.2, 14.4 and 14.5 the Buyer shall, without any notice of default being required, forfeit a penalty of € 50,000.00 per violation to the Seller, without

prejudice to the right of the Seller to, in addition, claim full compensation with interest and costs. A paid or payable penalty shall not be deducted from potentially payable compensation with interest and costs. In this respect the Buyer and the Seller expressly deviate from the provisions set forth in Section 92 Subsection 2 of Book 6 of the Dutch Civil Code.

15. Liability and indemnification

- 15.1. The Seller expressly excludes each and every liability and/or risk liability for direct damages, indirect damages, consequential damages, trading losses, lost profit, lost savings, reduced goodwill, losses due to business interruptions, mutilation or loss of data, damages to crops and any and all other forms of direct and/or indirect damages caused by the Seller, its subordinates, its hired auxiliary persons and/or its Products, unless the damages are the result of intent or intentional recklessness.
- 15.2. In the event that the exclusion of liability in article 15.1 does not hold then the compensation shall be limited to once the invoice amount (excluding VAT) for the activities from which the liability derives, at least in connection of which the liability arose. The compensation for the damages shall in any case be limited to the amount that is, as the occasion arises, paid pursuant to the liability insurance of the Seller, plus the amount of the excess that is at the expense of the Seller in the relevant instance pursuant to the applicable insurance agreement.
- 15.3. The Buyer shall, on demand, completely indemnify the Seller against any and all claims of third parties vis-à-vis the Seller in connection with a fact for which the liability is excluded in these general terms and conditions.

16. Privacy

- 16.1. If the Seller or the Buyer acquires personal data from the other party during the implementation of the Agreement and processes the said personal data then the parties shall process the personal data in a proper and diligent manner and they shall comply with the statutory rules that derive from the General Data Protection Regulation.
- 16.2. If the Seller or the Buyer is qualified as a processor within the meaning of the General Data Protection Regulation then the Seller and the Buyer agree on a Written processing agreement that complies with the provisions set forth in the General Data Protection Regulation.
- 16.3. The Seller and the Buyer inform each other within five (5) working days of each and every request and/or each and every complaint of the supervisory authority or the data subject with regard to the personal data that are processed during the implementation of the Agreement.

The Seller and the Buyer lend each other the cooperation that is required to comply with the requests of data subjects or the supervisory authority.

16.4. The Buyer indemnifies the Seller against the administrative sanctions, remedial sanctions and punitive sanctions imposed on the Seller in the context of processing acts that the Seller performs during the implementation of the Agreement.

17. Rescission

The Agreement can be rescinded by the Seller with immediate effect by means of a Written notice to the Buyer if:

- a) the Buyer files a winding-up petition or is declared to be insolvent;
- b) the Buyer applies or acquires (provisional) suspension of payment;
- c) the debt management scheme pursuant to the Dutch Debt Management (Natural Persons) Act is declared to be applicable to the Buyer;
- d) an attachment is imposed on all or a part of the assets of the Buyer;
- e) the Buyer deceases;
- f) the Buyer is dissolved;
- g) the Buyer is placed under administration or supervision;
- h) after the conclusion of the Agreement other circumstances come to the knowledge of the Seller that give good reason to fear that the Buyer shall not comply with its obligations;

all without prejudice to the right of the Seller to claim compensation from the Buyer.

18. Transferability of rights and obligations

18.1. The Buyer cannot transfer claims vis-à-vis the Seller, on any account whatsoever, to a third party. These claims are expressly non-transferable. This clause has effect under property law within the meaning of Section 83 Subsection 2 of Book 3 of the Dutch Civil Code.

18.2. Without prior Written consent of the Seller the Buyer is not allowed to transfer any obligation pursuant to the Agreement and/or these general terms and conditions to a third party.

19. (Partial) invalidity or nullification

If a provision laid down in these general terms and conditions is invalid or nullifiable then this does not imply that these general terms and conditions are invalid or nullifiable in their entirety or that another provision of it is (partly) invalid or nullifiable. If a provision laid down in these general terms and

conditions is invalid or nullifiable (and is subsequently nullified) then it is replaced by the Seller by a valid provision that best approaches the invalid or nullified provision.

20. Forfeiture of right, applicable law and choice of forum

- 20.1. To the extent that these general terms and conditions do not determine otherwise, any and all rights of claim of the Buyer vis-à-vis the Seller do, in any case, expire one year after the day that the right of claim has arisen, unless the claim(s) is (are) brought to the cognisance of the competent court within the said period.
- 20.2. Dutch law is exclusively applicable to any and all legal relationships between the Seller and the Buyer. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
- 20.3. Any and all disputes that may arise as a result of relationships between the Seller and the Buyer that are governed by these general terms and conditions shall exclusively be subject to the opinion of the Dutch court, more in particular the competent court of the District Court in Gelderland, Zutphen location.